

**A RESOLUTION**

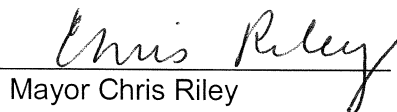
**A RESOLUTION OF THE CITY OF LEON VALLEY, TEXAS ANNOUNCING ITS INTENTION TO CONSIDER PROVIDING TAX ABATEMENTS TO PROMOTE ECONOMIC DEVELOPMENT AND REDEVELOPMENT AS PER TEXAS TAX CODE, CHAPTER 312 AND ADOPTING GUIDELINES AND CRITERIA FOR GRANTING COMMERCIAL AND RESIDENTIAL TAX ABATEMENTS**

**WHEREAS**, the City of Leon Valley, Texas intends to consider providing tax abatements to attract new industry and commercial enterprises and to encourage the retention and development of existing businesses.

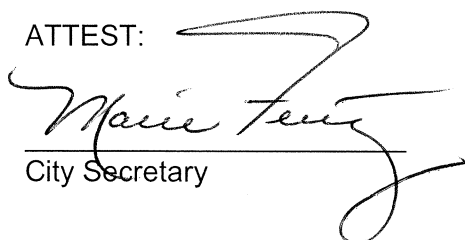
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Leon Valley, that:

1. The City of Leon Valley intends to consider providing tax abatements as allowed under the Texas Tax Code, Chapter 312; and
2. The City adopts Guidelines and Criteria for Granting Commercial and Residential Tax Abatements by the City of Leon Valley, Texas hereto attached as "Exhibit A".

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 1<sup>ST</sup> day of June 2010.

  
Mayor Chris Riley

ATTEST:

  
City Secretary



**GUIDELINES AND CRITERIA FOR GRANTING  
COMMERCIAL AND RESIDENTIAL TAX ABATEMENTS  
BY  
THE CITY OF LEON VALLEY, TEXAS**

**Section 1. Definitions**

The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The City Council shall have the power from time to time to provide such additional and/or modified definitions that they may find desirable and necessary. The words and phrases as herein set out shall be deemed and understood to mean:

- A. *Abatement* shall mean the full or partial exemption from ad valorem taxes of certain real property and certain limited types of tangible personal property, as herein after provided located in a reinvestment zone designated by the City of Leon Valley for economic development purposes.
- B. *Affected jurisdiction* shall mean any governmental, educational, or special purpose entity that levies ad valorem taxes upon and provides services to property located within a proposed or existing reinvestment zone.
- C. *Agreement* shall mean a contractual agreement (Tax Abatement Agreement) between a property owner and/or lessee and the City of Leon Valley.
- D. *Base year value* shall mean the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the Agreement.
- E. *City* shall mean the City of Leon Valley, Texas.
- F. *City Council* shall mean the governing body of the City of Leon Valley, Texas.
- G. *Deferred maintenance* shall mean improvements necessary for continued operation which do not improve productivity or alter the process technology.
- H. *Deferred facility* shall mean a facility used primarily to receive, store, and distribute goods or materials principally to points outside the City.
- I. *Economic life* shall mean the number of years a property improvement is expected to be in service. Provided, however, that in no circumstance shall the number of years exceed the depreciation allowance specified in the United States Internal Revenue Code.
- J. *Eligible facilities* shall mean new, expanded, or modernized buildings and structures, including fixed machinery and equipment, which are reasonably likely, as a result of granting abatement, to contribute to the retention or expansion of primary employment, or to attract major investment in the Reinvestment Zone that would be a benefit to the property, or that would contribute to economic development within the City. Eligible

facilities may include, but shall not be limited to: manufacturing facilities, office buildings, distribution facilities, service facilities, new construction for housing with a minimum of \$75,000 in value (exclusive of land cost), and other facilities not herein expressly deemed ineligible, which in the sole opinion of the City Council will have a positive impact on the economic well-being of the City.

- K. *Expansion* shall mean the addition of buildings, structures, fixed machinery, as that term is defined herein, equipment or payroll for the purposes of increasing production, efficiency, services, or combination thereof.
- L. *Facility* shall mean property improvements completed or in the process of construction which together comprise an integral whole.
- M. *Fixed machinery* shall mean tangible machinery, equipment, or personal property which is securely placed or fastened, and stationary within a building or structure, or permanently resides in the reinvestment zone.
- N. *Housing* shall mean facilities whose purpose is to accommodate shelter for one or more families in single or multiple units.
- O. *Ineligible property* shall mean: land, supplies, inventory, tools, furnishings, other moveable personal property, rolling stock, railroad cars, trucks, aircraft, or other forms of transportation, remodeled housing, improvements to existing housing, deferred maintenance, property to be rented or leased, except as provided in Section 2 E.
- P. *Manufacturing facility* shall mean a facility with the primary purpose being the manufacture or whole or partial assembly of tangible goods or materials by physical or chemical change.
- Q. *Modernization* shall mean the complete or partial modification and/or replacement of existing facilities, which increases its productivity, efficiency, or ability to enhance trade volume.
- R. *Office building* shall mean corporate offices which serve as the principal office for a business enterprise, and from which orders for goods and billing for same may take place.
- S. *Recipient* shall mean the company or individual being the beneficiary of a Tax Abatement Agreement.
- T. *Reinvestment Zone* shall mean any area of the City of Leon Valley which City Council has designated as such a zone for the purpose of granting tax abatements. It is the intent of the City of Leon Valley to create Reinvestment Zones on a case-by-case basis, so long as the abatement contemplated conforms to the guidelines herein contained.
- U. *Service facility* shall mean a facility whose primary purpose is to receive orders for, and/or provide services, and from which billing for same may take place.

## **Section 2. Criteria for Granting**

- A. *Eligibility.* Upon application, eligible facilities, may be considered for tax abatement as

hereinafter provided. Abatement may only be granted for new or added value of eligible property improvements, subject to such limitations as the City may from time to time require, or as may be specified in the agreement between the parties. Abatement for housing shall be granted for new construction only. Existing value is not abatable.

- B. *Ineligible property.* Ineligible property may not be granted abatement.
- C. *Authorized date.* Abatement may only be granted for the new or added value of eligible property improvement that is created subsequent to the approval of the tax abatement application.
- D. *Eligible new and existing facilities.* Except for housing, abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion. Abatement for housing may only be granted for new construction.
- E. *Owned/leased facilities.* If a leased facility is granted abatement, the agreement shall be executed with the lessor and lessee.
- F. *Economic qualification.* In order to be eligible for designation as a Reinvestment Zone and receive tax abatement, the planned improvement must be expected to have an increased appraised ad valorem tax value of at least one hundred thousand dollars (\$100,000) upon completion of the anticipated improvements or expansion based upon the Bexar County Appraisal District's assessment of the eligible property.
- G. *Standards for tax abatement.* The following factors, among such other factors as determined necessary by the City Council, shall be considered in determining whether to grant tax abatement:
  - 1. Value of land and existing improvements, if any;
  - 2. Type and value of proposed improvements;
  - 3. Productive life of proposed improvements;
  - 4. Number of existing jobs to be retained by proposed improvements;
  - 5. Number and type of new jobs to be created;
  - 6. Number of new jobs to be filled by local residents, or by persons projected to reside in the City;
  - 7. Amount of local sales tax to be generated;
  - 8. The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements;
  - 9. The amount of ad valorem taxes to be paid the City during the abatement period considering
    - a) The existing values,
    - b) The percentage of new value abated,
    - c) The abatement period, and

- d) The value after expiration of the abatement period.
- 10. The population growth that occurs directly as a result of the improvements;
- 11. The values of public improvements if any, to be made by applicant seeking abatement;
- 12. To what extent the proposed improvements compete with existing businesses to the detriment of the local economy;
- 13. The extent of business opportunities created by the proposed improvements for local businesses;
- 14. Impact on attracting other new businesses as a result of the improvements;
- 15. Impact the planned improvements may have on other taxing jurisdictions within the City;
- 16. Environmental compatibility, and amount, if any, of negative impact on quality of life perceptions; and
- 17. The ratio of real property value to personal property value being considered for abatement.

After a full evaluation and review utilizing some or all of the above factors, City Council may within the exercise of its full discretion either deny entirely the abatement, or may grant an abatement as deemed appropriate when the new value equals one million dollars (\$1,000,000) or greater, or as provided herein where the new value equals a minimum of one hundred thousand dollars (\$100,000), but is less than one million dollars (\$1,000,000).

H. *Denial of abatement.* Neither a Reinvestment Zone nor an Agreement shall be authorized if it is determined that:

- 1. There would be a substantial adverse effect on the provision of government service or tax base;
- 2. The applicant has insufficient financial capacity;
- 3. Planned or potential use of the property would constitute a hazard to public safety health, or morals;
- 4. Violation of other codes or laws; or
- 5. Any other reason deemed appropriate by the City Council.

I. *Amount of abatement.* The percentage of value to be abated, and the duration of the tax abatement shall be determined as follows:

- 1. For planned improvements valued at one million dollars (\$1,000,000) or greater, the percentage and duration of the tax abatement shall be determined by the

City Council in the exercise of its absolute discretion on a case-by-case basis, taking into consideration, some or all of the factors listed above in subsection G.

2. For planned improvements valued a minimum of one hundred thousand dollars (\$100,000), but less than one million dollars (\$1,000,000), the percentage and duration of the tax abatement shall be as set out in the table herein, and likewise taking into consideration some or all of the factors listed above in subsection G:

**LOW TIER TAX ABATEMENT TABLE**

VALUE OF PLANNED IMPROVEMENTS	TERM AND PERCENT OF VALUE TO BE ABATED (YEAR)						
	1	2	3	4	5	6	7
\$100,000 - \$250,000	75%	75%	50%	50%			
\$250,001 - \$500,000	100%	80%	75%	50%	25%		
\$500,001 - \$750,000	100%	80%	75%	75%	50%	25%	
\$750,001 - \$999,999	100%	80%	75%	75%	50%	50%	25%

3. In those cases where it is mutually agreeable to the parties to the Agreement, the annual percentages as well as the number of years that taxes are abated, as shown in the table above, may be modified, but only to the extent that the years do not exceed ten (10), and the total percentage of abatement for each value category is not exceeded. That is:

\$100,000 -	\$250,000 =	Max. 250%
\$ 250,001 -	\$500,000 =	Max. 330%
\$ 500,001 -	\$750,000 =	Max. 405/5
\$ 750,001 -	\$999,999 =	Max. 455%

4. For housing, the percentage of value to be abated and duration of the tax abatement shall only be as follows:

Year 1	-	75%
Year 2	-	50%
Year 3	-	35%
Year 4	-	25%
Year 5	-	10%

None is available after Year 5.

5. City Council reserves the right to adjust the term and percentage of abatement to the appropriate category should the taxable value of proposed improvements, as determined by the Chief Appraiser of the Bexar County Appraisal District, vary from the original estimated value to the extent that the original category selected for the term and percentage of abatement is no longer applicable.

- J. *Taxability.* From the execution of the Agreement to the end of the Agreement period, taxes shall be payable as follows:
1. The value of ineligible property as provided in Section 1p shall be fully taxable;
  2. The base year value of existing eligible property as determined each year shall be fully taxable;
  3. The additional value of new eligible property shall be fully taxable at the end of the abatement period.
- K. *Conflict of interest.* Property that is in the Reinvestment Zone and that is owned or leased by a member of the governing body of the City of Leon Valley or its political subdivisions shall be excluded from the property tax abatement.

### **Section 3. Application**

- A. Any present or potential owner of taxable property in the City of Leon Valley may request the creation of a Reinvestment Zone and property tax abatement by filing a written application with the City Manager. An application for tax abatement must be filed prior to the commencement of any construction, alteration, or installation of any improvements for which tax abatement is being requested. The applicant shall at no time acquire any rights, privileges or authority, either monetary or otherwise, by reason of filing any application, or providing any documentation in conjunction with an application filed herein. The City of Leon Valley is under no obligation to provide any abatement to any applicant even if certain criteria are met. The City of Leon Valley reserves the right to reject any application.
- B. As part of the application process the following shall be provided:
1. Completed application form, or letter of request if form not available;
  2. Vicinity map along with a legal description of the property; and
  3. Such financial and other information as deemed appropriate by the City for purposes of evaluation the application.

### **Section 4. Action by City Council on application.**

- A. The City Council shall, within a reasonable time after completion of the review of all documents submitted by the applicant, and such other investigation and inquiry as shall be deemed appropriate and upon receipt of a report and recommendation from the City Manager, by Resolution exercise its absolute discretion, and either administratively approve or disapprove the application for tax abatement. The City shall notify the applicant of its decision to administratively approve or disapprove the application.
- B. Action by City Council to administratively approve the application does not constitute authorization to execute an Agreement (Contract) with the applicant. It does constitute authorization to begin the process of creating a Reinvestment Zone and drafting of a proposed Agreement.

**Section 5. Creation of a Reinvestment Zone.**

- A. Prior to the adoption of an Ordinance designating a Reinvestment Zone, the City shall through public hearing afford the applicant, designated representatives of any affected jurisdiction, and the general public opportunity to show cause why the abatement should or should not be granted.
  - 1. The presiding officers of the affected jurisdictions shall in writing be notified of the public hearing no later than the seventh (7<sup>th</sup>) day prior to the date of the public hearing.
  - 2. A notice of public hearing for the creation of a Reinvestment Zone shall be published in a newspaper of general circulation within the taxing jurisdiction no later than the seventh (7<sup>th</sup>) day prior to the date of the public hearing.

**Section 6. Tax Abatement Agreement.**

- A. After approval of the application for tax abatement, and adoption of an Ordinance creating a Reinvestment Zone, the City will pass a Resolution authorizing the execution of an Agreement.
  - 1. No later than the seventh (7<sup>th</sup>) day prior to taking action to authorize execution of an Agreement, the City shall notify in writing the presiding officers of each of the other taxing jurisdictions within which the property is located of its intention to enter into an Agreement
- B. The Agreement shall include among other provisions the following:
  - 1. The estimated value to be abated and the base year value;
  - 2. The percentage of value to be abated each year and the number of years abatement will be granted as provided in Section 2.I;
  - 3. The commencement and termination dates of abatement;
  - 4. The commencement and completion dates of proposed improvements;
  - 5. Size of investment and average number of jobs to be created;
  - 6. Right of City employees and/or designated representatives during the term of the Agreement to access to the Reinvestment Zone for the purpose of determining if terms and conditions of the Agreement are being met. Such inspections shall be in accordance with the provisions of Section 7 D;
  - 7. The responsibility of the recipient of tax abatement to file appropriate documents with the Chief Appraiser of the Bexar County Appraisal District; and
  - 8. Contractual obligations related to the default, violation of terms or conditions, delinquent taxes, recapture, administration, and assignment.
- C. Such Agreement shall be executed by the applicant in duplicate originals within a



reasonable time after the same has been approved by City Council.

## **Section 7. Administration**

- A. The Chief Appraiser of Bexar County Appraisal District will annually determine an assessment of the taxable assessed value of the recipient's property, taking into consideration the terms of the Abatement Agreement relating to such real and personal property found within the Reinvestment Zone which is subject to terms and provisions of the Agreement.
- B. Each year, the recipient shall furnish the Chief Appraiser with such information as may be necessary for the abatement.
- C. It shall be the exclusive duty and responsibility of the recipient to comply with all requirements of the Bexar County Appraisal District in order to secure and continue to receive the benefit of any approved Agreement. Failure to do so shall not be deemed the fault of the City of Leon Valley or any of its officers and employees.
- D. Employees and/or designated representatives, of the City during the term of the Agreement shall have the right of access to, the Reinvestment Zone, facilities contained therein, and records related to real and personal property investments and employment, in order to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice, and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the recipient present, and in accordance with the recipient's safety standards.
- E. The recipient shall prepare at the request of the City, and on a frequency as stipulated by the City, reports as to the progress and status of all contemplated improvements, and upon completion of the anticipated improvements a final report shall be provided to the City, providing as a minimum the following information:
  - 1. A description of the improvements provided for in the Agreement, and the improvements actually completed;
  - 2. The date of commencement of improvements, significant progress dates, and actual or anticipated completion date;
  - 3. Investments made, including purpose, size, and date; and
  - 4. A disclosure and description of any and all changes, restructuring, or modifications that were made in the contemplated improvements.
- F. Any required reporting by the recipient be in a form approved by the City, or on a form/forms as provided by the City if the City so elects to provide;
- G. Upon completion of anticipated improvements, a designated representative of the City shall annually evaluate each facility receiving abatement to insure compliance with the Agreement, and a formal report shall be made to the City Council regarding the findings of each evaluation.

- H. The recipient shall certify annually as to compliance with the terms and conditions of the Agreement.
- I. The City shall file reports required of the City by State Law. Such reports being filed with the appropriate agency.

#### **Section 8. Assignment**

- A. The rights granted under an Agreement may be transferred and assigned by the holder to a new owner or lessee of the same facility, or proposed facility only upon the approval by Resolution of the City Council, and the execution of an Assignment Agreement between the City and the new owner or lessee. Such assignment shall be at the sole discretion of the City, and subject to the following conditions;
  - 1. Financial capacity of the assignee; and
  - 2. Contemplated facility use, and proposed and/or completed improvements being as stated in the Agreement; and
  - 3. No outstanding taxes or other debts are owed to any governmental entity by the parties to the Agreement or the proposed Assignment Agreement; and
  - 4. Approval of an Assignment Agreement shall not be unreasonably withheld.
- B. The rights granted under an Agreement for housing shall not be transferable under any circumstances.

#### **Section 9. Default and Recapture**

- A. *Cause.* The Agreement may be terminated by the City Council for the following causes which shall be considered a default of the Agreement:
  - 1. Recipient allows the ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the requirements of law for their protest and/or cure; or
  - 2. Recipient violates any of the terms and conditions of the Agreement, and fails to cure during the cure period described in this Section.
- B. *Procedure.* Should the City determine that the recipient is in probably default of the Agreement, the following shall occur:
  - 1. A Notice of Probable Default shall be delivered in writing to the recipient of tax abatement. Such notice shall identify the probable cause/causes for default, and afford the recipient an opportunity to request a hearing before City Council, who shall finally decide if a default has occurred.
  - 2. If no request for hearing is made within ten (10) days of receipt of the Notice of Probable Default, the City Council may confirm the existence of default.
  - 3. If default is determined either by hearing, or failure of recipient to request a

hearing, the City shall deliver in writing to the recipient of tax abatement a Notice of Default.

4. The recipient shall, within thirty (30) days of receipt of the Notice of Default, cure the cause/causes for default. Failure to do so will be cause for the City to terminate the Agreement without further notice.
5. The Agreement shall be terminated by an Ordinance duly passed and adopted by City Council.

C. *Recapture*

1. Should the Agreement be terminated, all taxes previously abated prior to the termination shall be due and payable to the City within thirty (30) days.
2. Should the recipient discontinue operations of improvements as stated in the application for abatement, or the Agreement, for reasons excepting fire, explosion or other disaster, for a period of one year during the abatement period, then the Agreement shall be terminated, and all taxes abated prior to the termination to the Agreement shall be due and payable to the City within thirty (30) days.

**Section 10. Concurrent Abatements**

During the term of the Agreement, the Recipient is eligible to apply for additional abatements on proposed improvements subsequent to the original Agreement. Such additional applications and considerations shall be in accord with the provisions contained herein.

**Section 11. Confidentiality**

The City will make every effort within the laws of the State of Texas to maintain confidentiality of information related to an application for abatement, and the granting or rejection of abatement.

- A. Information that is provided to the City in connection with an application for abatement and that describes the specific processes, or business activities to be conducted the equipment or other property to be located on the property for which tax abatement is sought is confidential, and not subject to public disclosure until the Agreement is executed. Any information remaining in the custody of the City after the Agreement is executed is no longer confidential.
- B. The City may hold closed meetings to discuss or deliberate commercial or financial information it has received from a business prospect that the City seeks to have locate, stay, or expand in or near its jurisdiction.
- C. The City may hold closed meetings to discuss or deliberate the offer of a financial or other incentive to a business prospect the City seeks to have locate, stay, or expand in or near its jurisdiction.
- D. Upon execution of an Agreement, information about financial or other incentive being offered to a business prospect is no longer confidential, and subject to public disclosure.

## **Section 12. Severability**

In the event any section, clause, sentence, paragraph, or any part of these Guidelines and Criteria shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.

## **Section 13. Sunset Provisions**

- A. These Guidelines and Criteria are effective upon the date of their adoption by the City Council, and will remain in force for two (2) years, at which time, all Reinvestment Zones and Agreements created pursuant to its provisions will be reviewed by the City Council to determine whether the goals of the abatement program have been achieved. Based upon that review, the Guidelines and Criteria may be modified, renewed, or eliminated.
- B. Prior to the date for review, these Guidelines and Criteria may be modified by a three-fourths (3/4) vote of the entire membership of the City Council.

## **Section 14. Discretion of the City**

The adoption of these Guidelines and Criteria by the City does not:

- A. Limit the discretion of the City Council to decide whether to enter into a specific Agreement which absolute right of discretion the City Council reserves unto itself whether or not such discretion may be deemed arbitrary, or with basis in fact; or
- B. Limit the discretion of the City Council to delegate to its employees or assigns the authority to determine whether or not the City Council should consider a particular application or request for tax abatement; or
- C. Create any property, contract, or other legal rights in any person or entity to have the City Council consider or grant a specific application or request for tax abatement.

**APPLICATION FOR PROPERTY TAX ABATEMENT**  
**with**  
**THE CITY OF LEON VALLEY, TEXAS**

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the City of Leon Valley, hereinafter referred to as "CITY", this applicant for approval of a tax abatement agreement under the provisions of the City of Leon Valley's Resolution No. \_\_\_\_\_ Tax Abatement Policy.

As part of this application, APPLICANT represents to the CITY the following:

- A. APPLICANT has received a copy of City of Leon Valley Resolution No. \_\_\_\_\_ Tax Abatement Policy, as finally passed and approved by the CITY on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 and has read the provisions thereof. APPLICANT acknowledge to CITY that in making this application APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation have been answered by authorized representatives of the CITY prior to the submission of this application.
- B. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of the CITY, its servants, agents, employees, and/or elected or appointed officers.
- C. By signing this document, "Application for Tax Abatement", either in an individual capacity or representative capacity, APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that the CITY may rely thereon as if the same has been signed by APPLICANT or Applicant's agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgments. APPLICANT further acknowledges and understands that any materially false statements of fact may be considered a violation of the criminal laws of the State of Texas.
- D. If APPLICANT is a corporate entity, APPLICANT swears and affirms that all applicable franchise taxes or other taxes paid for the privilege of conducting business have been fully paid and that the APPLICANT is fully authorized to transact business in the State of Texas, and in the state of incorporation if different from the State of Texas. In addition, APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time.

**APPLICATION INFORMATION**

1. The present and / or proposed name of the business entity seeking tax abatement.  
*(Please provide documentation indicating the full name, as it appears either on the corporate charter, partnership agreement, assumed name certificate, or other documents which establish the legal name under which business is conducted).*

\_\_\_\_\_  
***Business Entity Name***

2. BUSINESS LOCATIONS:

Location in the City of Leon Valley for which tax abatement is being requested.

Street Address \_\_\_\_\_

Other locations within or outside the City of Leon Valley for the above named company

Street Address \_\_\_\_\_

City \_\_\_\_\_

Other companies and locations owned and/or operated by the APPLICANT

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

3. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located.
4. Please attach a vicinity map locating the property within the City of Leon Valley.
5. Number of years company seeking tax abatement has been in operation \_\_\_\_\_.
6. Person or persons who may be contacted for additional information relative to this application:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
Phone No. \_\_\_\_\_

**7. PROPOSED IMPROVEMENTS**

DESCRIPTION	ESTIMATED VALUE	START DATE	COMPLETION DATE	PRODUCTIVE LIFE
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_____				
_____				
_____				
_____				
_____				
_____				
_____				
_____				
_____				

- A. Please be as detailed as possible in the description of improvements and provide any available support documentation for estimates of improvements values.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

- B. Please use additional pages if necessary.

## 8. PROJECT FINANCING:

Please describe in detail project financing, including owner equity, amount of debt, terms of debt service, name of issuer of debt, etc.

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Has financing been secured?

Yes \_\_\_\_\_ (Please attach documentation)

No \_\_\_\_\_

Pending? \_\_\_\_\_ With whom? \_\_\_\_\_

9. What is the value of existing improvements? *(Please attach most recent Bexar County Appraisal District valuation statement)*

Real property value (Land & buildings) \$ \_\_\_\_\_

Personal property value (Equipment, inventories, etc.) \$ \_\_\_\_\_

10. Amount of current annual sales tax (if applicable) generated within the City of Leon Valley? *(Please attach three most current State Comptroller Sales Tax Reports)*

\$ \_\_\_\_\_

## 11. Estimated amount (if any) of additional annual sales tax to be generated within the City of Leon Valley as a result of contemplated improvements?

\$ \_\_\_\_\_

12. Current taxable value (if any) of inventory within the City of Leon Valley? *(Please attach Bexar County Appraisal District valuation statement)*

\$ \_\_\_\_\_

## 13. Estimated amount of additional taxable inventory within the City of Leon Valley to be created as a result of contemplated improvements?

\$ \_\_\_\_\_

## 14. EMPLOYMENT:

Number of current employees \_\_\_\_\_

Amount of current annual payroll \$ \_\_\_\_\_

Will the proposed improvements involve a reduction in number if current employees?

Yes \_\_\_\_\_ *(How many?)* \_\_\_\_\_

No \_\_\_\_\_

Number of new jobs to be created as a result of proposed improvements \_\_\_\_\_



Please categorize new jobs by number, type and pay:

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Total amount of new annual payroll \$ \_\_\_\_\_

**15. FINANCIAL INFORMATION:**

- A. Please provide a Complete Financial Statement (*for APPLICANT COMPANY, or other owned or previously owned companies if APPLICANT COMPANY is a new venture*) including the following:
1. Balance sheet
  2. Statement of profit & loss
  3. Statement of cash flows
- B. Please provide most recent 2 years' tax returns of APPLICANT'S COMPANY (*if currently in operation*) or for owner/owners of company if a new venture.
- C. Please provide APPLICANT'S 3 most recent bank statements  
(*Please note: The requested information is necessary for an appropriate consideration of this Application. The provided information will be treated confidentially, will not be copied, and will be returned to the applicant if applications is denied, or prior to execution of a Tax Abatement Agreement, if an abatement is granted*)

**VERIFICATION**

I (We), the undersigned APPLICANT (S), certify that all requirements of the City of Leon Valley's Resolution Tax Abatement Policy have been met in relation to the application filed herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the City Council may or may not grant a tax abatement upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to the City of Leon Valley on this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Entity Making Application

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

## DOCUMENTATION CHECKLIST

As a part of this "Application for Tax Abatement", the following documentation is being provided:

- \_\_\_\_\_ Establishment of business entity name
- \_\_\_\_\_ Legal description of subject property
- \_\_\_\_\_ Vicinity map of subject property
- \_\_\_\_\_ Estimates of proposed improvements values
- \_\_\_\_\_ Documentation of approved financing
- \_\_\_\_\_ Bexar County Appraisal District valuation statement of existing improvements
- \_\_\_\_\_ Three most current State Comptroller sales tax reports
- \_\_\_\_\_ Bexar County and/or Central Appraisal District valuation statement of inventories
- \_\_\_\_\_ Complete Financial Statement
  - \_\_\_\_\_ Balance sheet
  - \_\_\_\_\_ Statement of profit and loss
  - \_\_\_\_\_ Statement cash flows
- \_\_\_\_\_ Two most recent annual tax returns
- \_\_\_\_\_ Three most recent bank statements